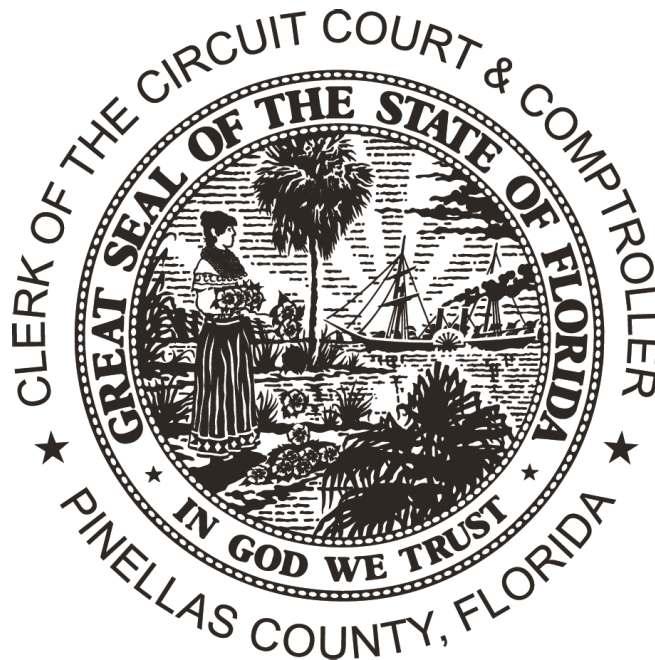
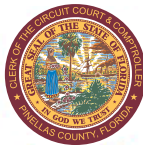


KEN BURKE, C.P.A.
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
PINELLAS COUNTY, FLORIDA
www.mypinellasclerk.org



TENANT RIGHTS
PACKAGE FEE: \$1.95

Please contact the Clerk's Office at (727) 464-7000 or visit us online at www.mypinellasclerk.org for additional information.



KEN BURKE, CPA

CLERK OF THE CIRCUIT COURT
& COMPTROLLER
PINELLAS COUNTY, FLORIDA

SELF HELP CENTER

The Self Help Centers are the result of a collaborative effort between the Clerk's Office, the Sixth Judicial Circuit, the Community Law Program and the Clearwater Bar Association.

The purpose of the Clerk's Legal Self Help Centers is to assist citizens representing themselves in court (sometimes referred to as pro se persons) who do NOT have a private attorney. Citizens who represent themselves in court and do not already have a private attorney representing them, can now get affordable legal assistance.

OUR SERVICES INCLUDE:

- Schedule an appointment to consult with an attorney for a minimum of \$15.00*
(Attorneys may assist with Family Law, Small Claims and Landlord/Tenant matters ONLY.)
- Purchase forms and packets for the civil court actions listed above
- Have documents notarized
- Make copies

Open Monday through Friday from 8:30 a.m. until 4:30 p.m.:

- **The Clearwater Self Help Center**
The New Courthouse
315 Court Street
Clearwater, FL 33756
Phone: (727) 464-5150
Fax: (727) 453-3423
 - Appointments may be scheduled for Wednesday, Thursday and/or Friday.
 - A Spanish interpreter provided by the Hispanic Outreach Center is available by appointment at the Clearwater location
- **The St. Petersburg Self Help Center**
The St. Petersburg Judicial Building
545 First Avenue North, Room 103
St Petersburg, FL 33701
Phone: (727) 582-7941
Fax: (727) 582-7945
 - Appointments may be scheduled for Monday, Wednesday, and/or Friday.
- **The North County Branch Self Help Center**
29582 U.S. 19 North
Clearwater, FL 33761
Phone: (727) 464-5150
Fax: (727) 453-3423
 - Attorney appointments may be scheduled for Tuesday **only** at this office.

Self Help Center Now Offering Online Scheduling of attorney consultation appointments for pro se litigants that do not already have an attorney. To schedule an appointment online using a credit card, please visit www.mypinellasclerk.org and click on the SELF HELP CENTER link in the top menu.

*Attorney appointments may only be scheduled for a minimum of 15 minutes to a maximum of one hour. All appointments must be scheduled in 15-minute increments, i.e., 15, 30, 45 or 60 minutes at a rate of \$1 (one dollar) per minute, therefore payments will be \$15, \$30, \$45 or \$60 accordingly.

Attorney consultation fees must be paid when the appointment time is scheduled. Payments must be by cash, check, money order or credit card. Refunds will not be issued for missed appointments.

TENANT RIGHTS

***** Important Information *****

A tenant eviction is the legal procedure a landlord must follow to have a tenant removed from the landlord's property.

REFER to chapters 45 through 57 and chapter 83 of the Florida Statutes for information regarding tenant eviction cases.

- Copies of these statutes are available at the law library located at the Clearwater Courthouse, at your public library or online through the Florida Legislature website at <http://www.leg.state.fl.us/Statutes>

REVIEW the Quick Reference Guide prior to completing any forms.

RETAIN COPIES of all forms filed for your records.

DOCUMENTS MUST BE LEGIBLE, type written or legibly handwritten in black or blue ink.

IT IS IMPORTANT that the names and addresses are the same on all documents.

A DELAY CAN OCCUR as a result of any errors on your paperwork.

PAY TO THE CLERK OF THE COURT the rent that is due as set forth in the landlord's complaint or as determined by the court once you have been served by a summons. You **MUST** pay the Clerk the rent each time it becomes due until the lawsuit is over.

YOU MUST PROVIDE self-addressed stamped envelopes and/or copies for each party for any issue requiring the Judge's signature or your issue **WILL NOT** be reviewed by the court.

Information or forms provided by the Clerk of the Circuit Court should be considered as basic information only and may not be applicable to every situation. The information provided in this packet is not intended to be used as legal advice. Specific guidance concerning filing a lawsuit or questions about your particular situation should be directed to an attorney.

YOU CAN BRING YOUR COMPLETED FORMS TO ANY ONE OF THE FOLLOWING OFFICES OR MAIL TO CIVIL COURT RECORDS:

Civil Court Records

315 Court Street Room 170
Clearwater, FL 33756

North County Branch Office

29582 US Highway 19 North
Clearwater, FL 33761

St. Petersburg Branch Office

545 1st Avenue North
St. Petersburg, FL 33701

If you have any questions, you may contact us at 727-464-7000.

If you feel you need further assistance or require any legal assistance regarding the completion and/or filing of these forms, you may want to contact an attorney or visit the Self Help Center.

LANDLORD/TENANT INFORMATION

Most renters are aware they have certain rights when they are involved in a dispute with their landlord, however they often don't know what those rights are. This information sheet was developed to answer many of the questions frequently asked about landlord/tenant relationships.

Deposit and Rent Requirements

Section 83.49(a), F. S.

When you move out, the landlord must either return your deposit within 15 days of termination of the rental agreement, if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address within 30-days upon termination of a rental agreement, as to why they are keeping a portion of or all of the deposit. If the notice is not sent as required within the 30-day period, the landlord forfeits his/her right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating.

Section 83.49, 3(b)(c), F. S.

Unless you object to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to you within 30 days after the date of the notice of intention to impose a claim for damages. If you object to the landlord's claim you may file a complaint with the Department of Agriculture and Consumer Services or institute an action in a court of competent jurisdiction to adjudicate the landlord's right to the security deposit.

Who is Responsible

You and your landlord share many of the responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live. You are required to keep the premises in good condition and to occupy them as a peaceful neighbor. There are certain responsibilities that apply to each party as outlined by law.

The Landlord

Section 83.51(1), F.S.

The landlord's responsibilities will depend on the type of rental unit. The landlord of a dwelling unit at all times during the tenancy shall:

Section 83.51(1)(a)(b), F.S.

- Comply with the requirements of applicable building, housing and health codes; or
- Where there are no applicable building, housing or health codes; maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting normal forces and loads;
- Keep the plumbing in reasonably good working condition.

The landlord's obligations may be altered or modified in writing with respect to a single family dwelling or duplex.

Section 83.51(2)(a), F.S.

In addition to providing the above requirements, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times of the tenancy, make reasonable provisions for:

- Extermination of rats, mice, ants and wood destroying organisms and bed bugs.
- Locks and keys.
- Clean and safe conditions of common areas.
- Garbage removal and outside receptacles.
- Functioning facilities for heat during winter, running water and hot water.

Section 83.51(2)(b), F.S.

If the dwelling is a single-family home or duplex, a working smoke detection device.

This does not mean that the landlord is obligated to pay for utilities, water, fuel or garbage removal, although he/she may choose to. Other provisions relevant to a rental agreement may also be altered in writing.

The Tenant

Section 83.52, F.S.

A tenant, at all times during the tenancy shall:

- Comply with all building, housing and health codes.
- Keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary and in repair.
- Not destroy, deface damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any person to do so.
- Conduct themselves and require other persons on the premises with his/her consent, to conduct themselves in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

Access to the Premises

Section 83.53(2), F.S.

Once you agree to rent a dwelling, your right to possession is much the same as if you owned it. The landlord however, can enter at reasonable times with proper notice to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed services or show it to a prospective or actual purchaser, tenant, mortgagee, worker or contractor.

The landlord may also enter at any time when:

- The tenant has given consent;
- In an emergency;
- The tenant unreasonably withholds consent; and/or,
- The tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

Failure to Meet Obligations

Except for the failure to pay rent, a landlord must notify you in writing of any shortcomings and give you seven days in which to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process based on non-compliance.

If the Landlord Does Not Comply

Section 83.56 (1), F.S.

You may be able to withhold rent if your landlord fails to do what the law or rental agreement requires. You must however, announce your intentions in writing by mail, preferably certified, at least seven days before the rent is due to allow time to remedy the problem.

If the problem is not corrected within the seven days and you withhold the rent, the landlord may take you to court to collect it. Under these circumstances, you must pay the rent into the court registry, pending the judge's determination in the case.

If the Tenant Does Not Comply

Section 83.56(2), F.S.

You can be evicted for not living up to the agreement. The process of removal depends on the breach.

Evictions Other Than Non-Payment of Rent

Section 83.56(2)(a), F.S.

Under certain circumstances, if you have exhibited a lack of consideration for the rights and privacy of others, a landlord has the right to require you to move with very little notice.

In some cases (destruction, damage, misuse of property, unreasonable disturbances), the landlord does not have to give you an opportunity to remedy the problem and may terminate tenancy by giving you a seven-day written notice.

Each eviction case is unique, so be sure to obtain legal advice. A landlord MAY NOT evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

Eviction for Non-Payment of Rent

Section 83.56(3), F.S.

The landlord must serve you, the tenant, a written notice allowing three days (excluding weekends and legal holidays) for you to pay the rent or move from the premises. If you do not pay the rent or move, he/she may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he/she must file suit in county court.

If the landlord began a legal action to evict you, you will be notified in writing. You then have five days (excluding weekends and legal holidays) to respond – also in writing – to the court. If you do not respond and a judgment is entered against you, the clerk of the county court may issue a “Writ of Possession” to the sheriff who will notify you that eviction will take place in 24 hours.

Section 83.57, F.S.

Termination of tenancy without a specific term - days of written notice required (prior to termination):

Weekly ----- 7 days
Monthly ----- 15 days
Quarterly ----- 30 days
Yearly ----- 60 days

Section 83.67, F.S.

Florida Law does not allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting service, even if that service is under the control of or the landlord makes payment;
- Changing the locks or using a device that denies the tenant access;
- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or
- Removing the tenant's personal property from the dwelling unless action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with section 83.59(3)(d), or lawful eviction.

If any of these occur, the tenant may sue for actual and consequential damages or three months' rent, whichever is greater, plus court costs and attorney's fees.

When You Decide to Move

Don't forget to give the required notice as stated in your rental agreement. The information below indicates appropriate notification if a specific time period is not included in the rental agreement. Be sure to check your rental agreement for any other specified condition.

Under certain circumstances, if allowed by the provisions of the rental agreement, a rental agreement may be ended when either party gives written notice to the other of their intention. Send all correspondence relating to your intentions to the landlord by certified mail or deliver it by hand and insist on a receipt.

Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions.

It is usually a good idea to talk with the landlord in person, too. If you must cancel a lease before its expiration date, perhaps the landlord will accept the security deposit as the total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

When you move from a rental unit – no matter the duration – be sure to settle all accounts. Terminate utility service the day you leave, notify the landlord, post office and others your address change and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of the most important responsibilities as a tenant is to leave the premises in a clean condition for the next occupant. Be sure to vacuum, sweep, and clean all rooms, cabinets and appliances, as well as other areas specified in the terms and conditions of the rental agreement.

Take a last walk-through with the landlord. Note any damages in writing and reach a final agreement.

QUICK REFERENCE GUIDE TO COMPLETE FORMS

Notice from Tenant to Landlord – Withhold Rent [Form #1] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

A tenant cannot withhold rent from the landlord without sending the above notice and allowing the landlord time to make repairs. If the repairs are not made, the tenant may withhold rent. In any legal proceeding, however, the tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the court. The tenant should, therefore, deposit all rent as it comes due in a separate bank account until the tenant's disputes with the landlord have been resolved.

Notice from Tenant to Landlord – Termination of Lease [Form #2] -

- Print the name, address and telephone number of the landlord(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

The tenant should carefully review section 83.51(1), Florida Statutes, and the lease and should ensure that the violations in the notice do, in fact, exist. The tenant's right to terminate the lease exists only after notice is given and if the landlord fails to make the required repairs. Section 83.51 F.S. provides as follows:

83.51 Landlord's obligation to maintain premises.

(1) The landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

The landlord's obligations under this subsection may be modified by the lease in the case of a single-family home or duplex.

Motion to Determine Amount of Rent [Form #3] -

- Fill in the reference number and names of Plaintiff(s) and Defendant(s).
- Read each line and select and/or fill in the appropriate response.
- Date and sign in the space provided and print your name, address and telephone number.

If you and the landlord do not agree on the amount of rent owed, give the Clerk of the Court the money you say you owe. You must also file the above mentioned motion and the judge will decide what amount should be given to the Clerk of the Court by way of a hearing and/or an order.

FORM 1

NOTICE FROM TENANT TO LANDLORD--WITHHOLDING RENT FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

INSTRUCTIONS

A Tenant cannot withhold rent from the Landlord without sending notice and allowing the Landlord time to cure the non-compliance, violation, or default of its obligations. Failure to send the required notice to the Landlord has significant impact on a Tenant's rights under the rental agreement and Florida Statutes. If the non-compliance is not remedied within the time period specified by statute (or such longer time as may be granted in your written rental agreement) and the Landlord's failure to comply renders the dwelling unit untenable and the Tenant vacates, the Tenant may vacate and withhold all rent, or, if the failure to comply does not render the dwelling unit untenable, rent may be reduced in proportion to the loss of rental value caused by the non-compliance. If the Landlord's violation of its obligations is not remedied, but the failure to cure the non-compliance does not render the dwelling unit untenable, the Tenant may remain in the dwelling unit and the rent shall be reduced, until the violation is cured, by an amount in proportion to the loss of rental value caused by the failure to cure the violation. In any legal proceeding, however, the Tenant will have to pay all past due rent, and rent as it comes due during the legal proceedings, into the registry of the Court. The Tenant should, therefore, deposit all rent as it comes due in a separate bank account until the Tenant's disputes with the Landlord have been resolved. For the text of Florida Statute 83.51(1), and the grounds for withholding rent, see the note to Form 3.

SOURCE: Sections 83.56 and 83.60, Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM TENANT TO LANDLORD--WITHHOLDING RENT FOR
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA
STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

To:	
	Landlord's Name
	Address
	City, State, Zip Code
From:	
Date:	Tenant

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) or material provisions of our rental agreement. If you do not complete the following repairs, non-compliance, violation or default, within seven days I intend to withhold future rental payment and/or terminate the rental agreement:

[list non-compliance violations or default]

This letter is sent to you pursuant to Florida Statute 83.56.

Tenant's Name _____
Address, Unit Number _____
Phone Number _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:

Name:

Address:

Telephone Number:

FORM 2

NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS OF THE RENTAL AGREEMENT

INSTRUCTIONS

Tenant should carefully review Sections 83.51(1) and 83.51(2) Florida Statutes and the rental agreement and should ensure that the violations by the Landlord alleged by the Tenant in the notice do, in fact, exist. The Tenant's right to terminate the rental agreement exists only after giving the notice and if the Landlord materially fails to maintain the premises as required by section 83.51 or material provision of the rental agreement. Section 83.51(1) provides as follows:

83.51 Landlord's obligation to maintain premises.

(1) The Landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the Landlord shall not be required to maintain a mobile home or other structure owned by the Tenant.

The Landlord's obligations under this subsection may be modified by the lease in the case of a single-family home or duplex.

- (2) (a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:
 - 1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
 - 2. Locks and keys.
 - 3. The clean and safe condition of common areas.
 - 4. Garbage removal and outside receptacles therefor.
 - 5. Functioning facilities for heat during winter, running water, and hot water.
- (b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by

Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

- (c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
 - (d) This subsection shall not apply to a mobile home owned by a tenant.
 - (e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
- (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
 - (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

SOURCE: Section 83.56, Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

NOTICE FROM TENANT TO LANDLORD--TERMINATION FOR
FAILURE OF LANDLORD TO MAINTAIN PREMISES AS REQUIRED
BY FLORIDA STATUTE 83.51(1) OR MATERIAL PROVISIONS
OF THE RENTAL AGREEMENT

To:	
	Landlord's Name (or Landlord's authorized representative, resident manager, or the person who collects the rent from the Landlord)
	Address
	City, State, Zip Code
From:	
Date:	
Re:	Seven Day Notice of Noncompliance to Landlord

This is to inform you that you are not maintaining my dwelling unit as required by Florida Statute 83.51(1) and our rental agreement. If you do not complete the following repairs, non-compliance, violations, or default in the next seven days, I intend to terminate the rental agreement, move out, and hold you responsible for any damages resulting from the termination:

[list Landlord's violations, non-compliance, or default]

Tenant's Name _____
Address, Unit Number _____
Phone Number _____

Approved for use under rule 10-2.1(a) of
the Rules Regulating The Florida Bar

The Florida Bar 2010

This form was completed
with the assistance of:
Name:
Address:
Telephone Number:

**IN THE COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA**

Reference No: _____

Plaintiff(s)

vs.

Defendant(s)

**MOTION TO DETERMINE AMOUNT OF RENT TO
DEPOSIT INTO REGISTRY OF COURT**

Pursuant to F.S. 83.60(2), Defendant(s) hereby request the Court to determine the amount of rent to be deposited in the Registry of Court.

1. Defendant(s) believe that the amount of rent claimed in the Complaint or Notice of Termination is incorrect for the following reason(s):

2. The documents which support the Defendant(s) position are as follows and copies are attached herewith:

I certify that a copy of this document was [☒ **one** only] ☐ mailed ☐ faxed and mailed ☐ hand delivered to the person(s) listed below on the _____ day of _____, 20____.

Date: _____

Signature of Defendant(s)

Print Name: _____

Address: _____

City, State, Zip: _____

Telephone No: _____